

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

Brian VanMeveren,

Plaintiff,
vs.

CIVIL HEARING

Becky Cole,

Defendant.

File No.
62-CV-22-418

Transcript of the proceedings held in the
above-entitled matter that came on for hearing June 12,
2023, before the Honorable Patrick Diamond, Judge of
District Court, Ramsey County Courthouse, City of St. Paul,
Minnesota.

A P P E A R A N C E S:

LAURIE CYLKOWSKI, Attorney at Law, appeared for and on
behalf of the Plaintiff.

TIMOTHY MAHER, Attorney at Law, appeared with and on
behalf of the Defendant.

Court Reporter: Jaclyn Ruecker, Official Court Reporter

(651)266-5170

1 P R O C E E D I N G S

2 (WHEREUPON, the following proceedings were duly
3 had:)

4 THE CLERK: Calling case 62-CV-22-418 Brian
5 VanMeveren versus Becky Cole.

6 THE COURT: All right. If counsel would note
7 their appearances, please, starting with Plaintiff.

8 MS. CYLKOWSKI: Good morning, Your Honor.
9 Laurie Cylkowski, C-Y-L-K-O-W-S-K-I. I represent Brian
10 VanMeveren, who is also present seated to my right.

11 THE COURT: All right. Thank you.

12 MR. MAHER: Timothy Maher, M-A-H-E-R,
13 representing Becky Cole who is present at counsel
14 table.

15 THE COURT: All right. Now I understand you
16 have a resolution. This matter was here for trial
17 today. I understand you have a resolution. I believe
18 is it Ms. Cole's -- going to put that on the record or
19 both? Why don't you go ahead?

20 MS. CYLKOWSKI: Ms. Cylkowski. Yes, I will
21 put that on the record, Your Honor. In no particular
22 order, Mr. VanMeveren will pay to the defendant \$5,000.
23 He will provide that payment to my office today through
24 my law pay account. It takes five days to clear the
25 account. After which I will mail a check to

1 Mr. Maher's office payable to Becky Cole.

2 A statement will be made off the record in
3 the presence of the parties and counsel only. It's a
4 private statement not to be recorded and not repeated
5 at any time to anyone.

6 This record will be sealed. The parties have
7 also agreed to a confidentiality provision regarding
8 the entire agreement, and if asked the parties may
9 respond only using the phrase quote, "the case has been
10 resolved."

11 The parties have agreed to a mutual
12 non-disparagement clause for which liquidated damages
13 would apply upon a breach of that clause in the amount
14 of \$20,000 plus attorneys fees.

15 This matter will not be appealed. There will
16 be no reopening of the case of any kind. This
17 agreement result resolves all possible claims between
18 the parties of today's date that could have been raised
19 whether foreseen or unforeseen.

20 The conciliation court matter, which
21 apparently is still pending -- I am sorry I don't have
22 that court file number -- is also dismissed as part of
23 this matter.

24 MR. MAHER: I believe that that number is
25 62-CO-21-1039.

1 THE COURT: Okay.

2 MR. MAHER: I believe so.

3 MS. CYLKOWSKI: Thank you. I believe that's
4 everything.

5 MR. MAHER: Yes. And I would simply clarify,
6 although, it's accurate from what counsel said that the
7 only claims that could remain from this day forward are
8 breaches of this agreement. So everything as of today
9 is settled, but that doesn't prevent any party from
10 addressing a breach of this settlement agreement.

11 THE COURT: Okay. All right.

12 MR. MAHER: Now, do you understand what she
13 just outlined?

14 MS. COLE: Yeah.

15 MR. MAHER: Okay. And you are willing to go
16 forward with it?

17 MS. COLE: Yeah.

18 MS. CYLKOWSKI: Okay. Mr. VanMeveren, do you
19 understand everything I just stated on the record?

20 MR. VANMEVERN: I do.

21 MS. CYLKOWSKI: And you are willing to move
22 forward with this final agreement?

23 MR. VANMEVERN: I am.

24 MS. CYLKOWSKI: And you understand it's final
25 as of today; it may not be opened for any purpose other

1 than breach?

2 MR. VANMEVERN: That's correct.

3 MS. CYLKOWSKI: Thank you.

4 THE COURT: I want to make sure both parties
5 understand that you are here for trial. We could have
6 gone forward with the trial. You are choosing not to
7 do that. You are choosing to settle any claim that was
8 or could have been asserted as of today's date, right,
9 and this ends the matter today here.

10 The Court will enter an order sealing this
11 resolution. It will not be public. And it will not be
12 transcribed in any way without the Court unsealing the
13 record. All right. I think with that, we can be done.

14 MS. CYLKOWSKI: Okay.

15 MR. MAHER: Thank you, Your Honor.

16 MS. CYLKOWSKI: Thank you. Thank you, Your
17 Honor.

18 (The proceedings were concluded at this time.)

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STATE OF MINNESOTA)

COUNTY OF RAMSEY)

Be it known that the foregoing proceedings were taken by
Jaclyn R. Ruecker, Court Reporter, on the 12th day of June,
2023, in St. Paul, Ramsey County, Minnesota.

That the proceedings were recorded in stenotype by myself
and transcribed into writing by computer-aided
transcription, and that the transcript is a true record of
the testimony given to the best of my ability;

Dated and signed the 12th day of September, 2023.

/s/Jaclyn Ruecker
Jaclyn Ruecker
Court Reporter